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1 DALLAS, TEXAS - DECEMBER 12, 2013 - 1:52 P.M.

2 THE COURT: I'll take appearances.

3 MR. ADAMS: Your Honor, Jim Adams and Chris Robison
4 here on behalf of Superior Air Parts.

5 MR. WINIKKA: Good afternoon, Your Honor. Dan Winikka
6 and Craig Simon on behalf of Dr. Bruno Kübler, insolvency
7 administrator for Thielert Aircraft Engines, GmbH.

8 THE COURT: All right. Mr. Adams?

9 MR. ADAMS: Your Honor, we have two matters before the
10 Court today. One is the status conference that the Court set,
11 and the other one is the motion of the -- Dr. Kübler in the
12 Thielert Aircraft Engines', which we refer to it as TAE for
13 simplicity's sake, motion to continue our motion to enforce.
14 And if I could give the Court a little bit of background to
15 bring you up to where we are in the case, I'm happy to do it if
16 the Court would appreciate it.

17 THE COURT: Please.

18 MR. ADAMS: Your Honor, back in April of this year,
19 Superior Air Parts sent a demand letter to the TAE, the
20 Thielert group over in Germany, requesting the return pursuant
21 to the confirmation order and the confirmation -- and the plan
22 of reorganization of various drawings, technical data, whatnot
23 that had been supplied to TAE during the business relationship
24 between Superior Air Parts and TAE.

25 As the Court might remember, part of the reorganization of

1 Superior was basically to allow it to go forward in its so-
2 called piece parts business, which include, among other things,
3 manufacturing replacement parts for Lycoming and Continental
4 engines and also Superior's own engine called the XP Series,
5 Experimental Series, 360 and 400, I think.

6 Anyway, after the confirmation, TAE, which was in its own
7 bankruptcy over in Germany, continued to be a supplier of parts
8 to Superior, so part of the confirmation order was a
9 requirement that people such as TAE return all of the parts and
10 intellectual property to Superior. But since there was an
11 ongoing business relationship, Superior did not make the demand
12 for that return until, like I say, April of this year, when
13 their business -- yes?

14 THE COURT: One problem. Mr. Salomon asked to be
15 patched in by phone, --

16 MR. ADAMS: Oh.

17 THE COURT: -- and I just got reminded of that. So,
18 sorry. Hang on. You don't have to repeat, but --

19 MR. ADAMS: Oh. Thank you, Your Honor.

20 MR. SALOMON: Hello?

21 THE COURT: Mr. Salomon?

22 MR. SALOMON: Yes?

23 THE COURT: This is Judge Houser.

24 MR. SALOMON: Good afternoon, Judge Houser.

25 THE COURT: Good afternoon. We're taking up Superior

1 Air Parts. Mr. Adams is at the podium. So, please.

2 MR. ADAMS: Thank you, Your Honor.

3 MR. SALOMON: Thank you, Judge.

4 MR. ADAMS: Your Honor, as I was trying to explain,
5 part of the reorganization was the return of Superior's
6 intellectual property to Superior. And in the Thielert
7 Aircraft Engines situation, since there was an ongoing business
8 relationship, a demand was not made for the return of the
9 drawings and technical data and whatnot until, like I said,
10 April of this year. A letter was sent to Dr. Kübler, who was
11 the insolvency administrator, which I understand to be
12 basically like a bankruptcy trustee, for TAE, and also a letter
13 was sent to a company that apparently TAE had created post-
14 confirmation, a company by the name of Centurion. And I
15 believe a copy might have also been sent to Mr. Salomon's
16 client, who is the administrator for the parent entity, called
17 TAG, Thielert Aviation Group I believe is what it's called.

18 Anyway, in April the letter went out. In June, we got a
19 response from TAE's counsel, who's present here, basically
20 saying we need more details. A letter went back in reply in
21 early July of 2013 trying to provide more detail, and then a
22 telephone conference was held July 11, 2013 in which a
23 representative of Superior was trying to provide additional
24 detail of what they were trying to get back.

25 As a result of statements made in that telephone

1 conference, we were uncomfortable because TAE was in the
2 process of selling substantially all its assets to a competitor
3 of Superior's, an offshoot of the Continental Motors group, is
4 my understanding. So we went ahead and filed a motion to show
5 cause and basically saying that under the plan they were
6 supposed to give it back, under the confirmation order they
7 were supposed to give it back, we've made demand for it to come
8 back, they haven't given it back. You know, please, Judge,
9 enforce your order.

10 And subsequently I'm told that the title "motion to show
11 cause" shows my age, because that apparently has fallen out of
12 favor. But anyway, we filed that. Set for hearing in August,
13 I believe, mid-August. And supplied some additional
14 information to them, to the TAE people. They had requested,
15 among other things, a copy of the supplier agreement and a
16 purchase -- sample purchase order. We sent it to them.
17 Entered into a -- tolling agreements in early August with a
18 forbearance period which basically said that we wouldn't -- we
19 would agree to move the hearing on our motion to show cause
20 until sometime after October 30th, I believe it was, in order
21 to give Dr. Kübler and TAE more time to explore whether or not
22 they have our stuff. Basically, what we were hearing was that,
23 you know, there are no more employees at TAE, and so Dr.
24 Kübler, like most bankruptcy trustees, was a little bit
25 uncertain as to exactly what he has and who it belongs to and

1 everything like that.

2 Anyway, I failed to file the tolling agreement with the
3 Court. I had a number of family medical issues going on at the
4 time. But we did call up Viola Salcido and tell her that the
5 tolling agreement had been entered into, requesting that it be
6 taken off the August 15th, I think it was, docket, and that
7 we'd probably be asking for it to be reset sometime after the
8 tolling period expired at the end of October. And I actually
9 had a couple more conversations with Ms. Salcido in September
10 and October. And then when the forbearance period was getting
11 ready to expire on October 28th, I sent a settlement proposal.
12 On October 30th, we got a rejection of our settlement proposal
13 and, for the first time ever, an arbitration demand.

14 We looked at the arbitration issue, and this is not set for
15 today, but basically it's a three-sentence paragraph that says
16 that TAE agrees to arbitrate if Superior requests arbitration.
17 So it looked like a one-way street to us.

18 So we were trying to reschedule the motion to show cause.
19 And then the Court, apparently not hearing from us, issued an
20 order denying the motion to show cause without prejudice for
21 want of prosecution. So then we -- that was on November the
22 11th. Or November 14th. And the very next day, we filed
23 basically our motion to show cause in what I hope is the
24 correct terminology now, which is a motion to enforce, and set
25 it for hearing on the 18th of this month. And at the request

1 of counsel for TAE, we ended up rescheduling that to the 20th
2 of this month.

3 On the 4th of this month, we received some requests for
4 production and requests for -- and some interrogatories. And
5 then on the 9th of this month we received a preliminary
6 response to our motion to enforce, a motion to compel
7 arbitration, and a motion to continue the hearing on the motion
8 to enforce. And that motion for continuance is set for today.
9 That's the other thing that's set for today. And if I may
10 address that briefly. While we don't buy TAE's argument on the
11 motion to compel arbitration because we believe it is a one-way
12 street, nonetheless, it makes logical sense to have that heard
13 first before the motion to enforce. I mean, it just makes
14 sense to me to do it that way.

15 THE COURT: But help me understand. So, what --
16 you're seeking to enforce a provision in a contract that was
17 assumed pursuant to a confirmed plan and post-confirmation
18 terminated?

19 MR. ADAMS: No, Your Honor. What I'm seeking to
20 enforce is the Court's order requiring TAE to give us our stuff
21 back. That's --

22 THE COURT: Okay. Well, how did that order come
23 about?

24 MR. ADAMS: The order came about because that was a
25 provision in the plan of reorganization and the Court ended up

1 confirming the plan and requiring TAE, among others, to return
2 property to the Debtor.

3 (Pause.)

4 THE COURT: One second.

5 MR. ADAMS: Yes, Your Honor.

6 (Pause.)

7 THE COURT: All right. Go ahead.

8 MR. ADAMS: Your Honor, on the confirmation order,
9 which is entry -- Document #404 in the case, there are several
10 provisions which we believe are relevant, one of which is the
11 Paragraph 36, which is the vesting of property with the
12 Debtor's estate, and then 37, which is the return of the
13 property pursuant to Section 612 of the -- 6.12 of the plan.

14 THE COURT: Do you have documents that I can look at?

15 MR. ADAMS: Your Honor, I have a document that has
16 highlighting on it, if I may show it to counsel?

17 THE COURT: You may. (Pause.) Thank you, Mr. Adams.

18 MR. WINIKKA: Thank you.

19 (Pause.)

20 THE COURT: And what provision of the plan?

21 MR. ADAMS: Um, --

22 THE COURT: Or of this order?

23 MR. ADAMS: Of the order, 30 -- I think it was 35 and
24 37 or 36 and 37.

25 THE COURT: All right.

1 MR. ADAMS: It should have some yellow highlighting on
2 it.

3 Your Honor, I also have a copy of the motion to enforce.

4 THE COURT: Well, that's just the vesting. That just
5 is the revesting.

6 MR. ADAMS: And then 37, Your Honor.

7 THE COURT: All right.

8 MR. ADAMS: Your Honor, I also have a copy of the
9 motion to enforce, if the Court would like to look at that.
10 But basically it goes through the confirmation -- I mean, the
11 plan of reorganization and the confirmation and the request for
12 the return of the property, and then the lack of the return and
13 then the request that the Court enforce the confirmation order.

14 THE COURT: That's not necessary. That's not set for
15 hearing today.

16 MR. ADAMS: Correct, Your Honor.

17 THE COURT: I mean, the show cause was set because,
18 frankly, you reopened this case and then nothing was going on
19 on the face of the docket.

20 MR. ADAMS: Yes, Your Honor. And I apologize for
21 that.

22 THE COURT: And so we just can't -- this is an old,
23 old, old case that was reopened for a narrow purpose. A
24 lawsuit got filed. It's now up on appeal. And from my
25 perspective, this case needs to get re-closed. And after we

1 basically issued a show cause order, you filed this motion to
2 enforce. Is that about right?

3 MR. ADAMS: I'm sorry. After I filed the motion to
4 show cause?

5 THE COURT: After we issued this status, setting this
6 for the status because nothing was happening in this, then you
7 filed the motion to enforce.

8 MR. ADAMS: Oh. Your Honor, what ended up happening
9 was I had filed my motion to show cause, we had gone into the
10 tolling period to allow TAE to investigate --

11 THE COURT: No, no, no, I understand that.

12 MR. ADAMS: Okay. Okay.

13 THE COURT: But then you didn't tell us anything. I
14 mean, having a conversation with Ms. Salcido removing something
15 when you don't file something of record isn't all that helpful.

16 MR. ADAMS: Well, I'm sorry, Your Honor.

17 THE COURT: She only has 4,000-5,000 cases to keep
18 track of.

19 MR. ADAMS: Your Honor, I understand, Your Honor. My
20 father had been in the hospital with a stroke back in August,
21 which is when I would have filed --

22 THE COURT: Much of this is happening?

23 MR. ADAMS: -- that of record. And I was literally
24 working from the hospital.

25 THE COURT: All right. So we've got the motion for --

1 to enforce set for hearing on --

2 MR. ADAMS: The --

3 THE COURT: -- December 20th?

4 MR. ADAMS: That's correct, Your Honor. And then the
5 motion to compel arbitration is out there. And quite frankly,
6 it makes logical sense to hear the motion to compel arbitration
7 first. Because if the Court punts us on arbitration, then you
8 don't have to decide the motion to enforce. Now, I would hope
9 the Court would not punt us on arbitration and that we could go
10 forward with the motion to enforce. We --

11 THE COURT: And is the arbitration provision in the
12 underlying contract?

13 MR. ADAMS: The arbitration provision is in the
14 supplier agreement, which is, I guess, an underlying contract.

15 THE COURT: And that supplier agreement was assumed
16 pursuant to the plan, and then post-confirmation it was
17 terminated?

18 MR. ADAMS: They've been buying stuff from them
19 pursuant to this contract, is my understanding, all the way
20 through April or May of this year.

21 THE COURT: Okay. But I guess answer my question. It
22 was assumed pursuant to the plan?

23 MR. ADAMS: I believe --

24 THE COURT: Yes?

25 MR. ADAMS: I believe it was, Your Honor.

1 THE COURT: Okay.

2 MR. ADAMS: Either that or run through.

3 THE COURT: And is it still in effect or was it
4 terminated between the parties?

5 MR. ADAMS: It was effectively terminated in April of
6 this year.

7 THE COURT: All right.

8 MR. ADAMS: That's my understanding. Your Honor, --

9 THE COURT: We don't have that contract. Nobody has,
10 in all of the stuff that's been provided, we have never seen
11 it. Or at least we don't have it, to our knowledge. Has
12 anyone provided us a copy of the contract that --

13 MR. ADAMS: I thought it was Exhibit A to the
14 response, preliminary response to our -- to the motion to
15 enforce.

16 THE COURT: Okay. So was that recently filed?

17 MR. ADAMS: Yes. That would have been on the 9th,
18 Your Honor.

19 THE COURT: Okay. Well, since -- no offense, since
20 it's not set for hearing until the 20th, we have not seen it.
21 So we now have the supplier contract that is at issue?

22 MR. ADAMS: That's my understanding, Your Honor.

23 THE COURT: All right. And is there a provision in
24 that contract that is the alleged arbitration provision?

25 MR. ADAMS: That's correct, Your Honor. And it's

1 Section 525 or something like that.

2 THE COURT: Okay.

3 MR. ADAMS: But Your Honor, we have been discussing
4 among counsel for the various parties a way to do this in an
5 organized, orderly fashion. And like I say, the motion to
6 compel arbitration was filed Monday of this week. We were
7 proposing that Superior have two weeks, which would make it
8 through the -- where's my calendar?

9 THE COURT: 23rd?

10 MR. ADAMS: Through the 23rd of this month to file a
11 response, and then the Movants would have until the 30th of
12 this month to file a reply. And then we checked with --
13 Nicole?

14 THE COURT: Uh-huh.

15 MR. ADAMS: Whose last name unfortunately I don't --

16 THE COURT: Whittington.

17 MR. ADAMS: Okay. Checked with Nicole about the
18 availability of the Court, if possible, to hold a 30-minute
19 hearing on the motion to compel arbitration on the morning of
20 January 7th, and then, assuming that the Court doesn't grant
21 the motion, have a hearing on the motion to enforce on January
22 21st. My understanding is that the Court is fortunate enough
23 to get the 20th off.

24 THE COURT: What's the 20th?

25 MR. ADAMS: I don't know. Presidents' Day?

1 A VOICE: Probably --

2 (Momentary recording lapse.)

3 THE COURT: I'm not wildly enthusiastic about the 7th
4 for a hearing on this.

5 MR. WINIKKA: Your Honor, if I might interject here
6 for a minute.

7 THE COURT: Uh-huh.

8 MR. WINIKKA: Dan Winikka for the record. Your Honor,
9 with respect to the scheduling, I'm not -- I guess, you know,
10 we had talked about these dates with Mr. Adams earlier today
11 and we've been trying to reach an agreement on a schedule here
12 for all of these things for what amounts to almost three weeks
13 now. The 7th, you know, in our view 30 minutes may not be
14 enough. But probably more importantly, January 21st for the
15 motion to enforce, it was our understanding that maybe there
16 was only an hour and a half available on that date. And for an
17 evidentiary hearing with multiple witnesses, it seems to us
18 that that may not be enough time.

19 I would also point out that we have asked Mr. Adams whether
20 they intend to serve discovery, which they haven't done yet.
21 You know, to date he's indicated he's not sure whether they
22 will or not. But if they do, then this schedule won't work as
23 well with January 21st.

24 THE COURT: Well, how much time do we need? And quit
25 asking for hearings without conferring with each other. We

1 want a good joint time estimate for contested hearings. So,
2 how much time do the parties think they need for the
3 arbitration, the motion to compel arbitration?

4 MR. ADAMS: Your Honor, I think that the motion to
5 compel arbitration will probably be able to be ruled on on the
6 papers, and so I'm thinking 15 minutes a side should give
7 plenty of time to --

8 THE COURT: I understand that's what you think, but if
9 30 minutes isn't enough, what is? This doesn't seem like it's
10 that complicated an issue.

11 MR. WINIKKA: Yes, Your Honor. We would think an hour
12 to an hour and a half.

13 THE COURT: It's going to have been fully briefed and
14 you think you're going to need an hour and a half? What are we
15 going to -- no evidence, right?

16 MR. WINIKKA: Not from our position, Your Honor.

17 MR. ADAMS: Your Honor, --

18 THE COURT: I assume the provision is either
19 enforceable or it's not. Right?

20 MR. ADAMS: Correct, Your Honor.

21 THE COURT: What am I missing?

22 MR. WINIKKA: I don't think you're missing anything,
23 Your Honor.

24 THE COURT: All right. (Pause.) All right. How
25 about 9:00 o'clock on January 10th?

1 MR. WINIKKA: Your Honor, Dan Winikka. That's okay
2 for us.

3 MR. ADAMS: Your Honor, I'm sorry, 9:00 o'clock on
4 which?

5 THE COURT: The 10th.

6 MR. ADAMS: Your Honor, I'm scheduled to be in San
7 Antonio the 9th and the 10th. I'm available the entire
8 following week.

9 THE COURT: That's my trial week, so --

10 MR. ADAMS: Oh, I'm sorry. Or on the 8th, for that
11 matter. I can rearrange things on the 8th.

12 THE COURT: No. It's either the 9th or 10th or it's
13 going to go to the week of the 20th.

14 MR. WINIKKA: Your Honor, this is Dan Winikka again
15 for the record. You know, I would point out -- Mr. Adams kind
16 of gave the history here -- that Dr. Kübler, you know, takes
17 his responsibilities very seriously here, and we've been
18 seeking additional information for some time so he can properly
19 determine what's Superior's and what's not. And, you know, we
20 don't believe this is really an issue of compliance with the
21 order. He fully intends to return whatever is owned by
22 Superior and has an obligation to and takes that obligation
23 very seriously.

24 As a result of that, when this impending sale is going on,
25 he has segregated all property that could potentially be owned

1 by Superior. So it's been set aside for safekeeping. And I
2 just point that out because we don't believe there's really any
3 -- necessarily any urgency here. And so maybe it would make
4 sense to put this on more of a normal schedule, and we could
5 use January 21st for the arbitration motion. And then if it
6 doesn't go to arbitration, set the hearing on the motion to
7 enforce, you know, for a later date, which would give the
8 parties plenty of time to do whatever discovery needs to get
9 done as well.

10 THE COURT: I guess if the -- well, I don't understand
11 why this can't be resolved. If everybody is taking their
12 obligations seriously and a bunch of property has been
13 segregated, go take a look at it and -- at least partially I
14 understand that they keep asking for a list of what you think
15 they have that -- and you just keep giving them general
16 descriptions. I feel like, if property has been set aside, can
17 we not determine if that's Superior's property?

18 MR. ADAMS: Your Honor, perhaps the solution is for me
19 to send an employee of the client over to Germany and just look
20 through it and see what they believe is theirs, Superior's, and
21 what is not. And do the -- do it that way.

22 THE COURT: Well, I don't care how it gets done, but
23 you know, this sort of -- it just seems like we're going back
24 and forth. Do you have a list of property that you believe
25 they need to give to you?

1 MR. ADAMS: I can develop a list of property. And --

2 THE COURT: Haven't they been asking for a list of
3 property? It's at least my impression that they have been.

4 MR. ADAMS: Yes, Your Honor, but, I mean, it's like
5 trying to describe boxes of documents that have been given to
6 them for multiple parts over multiple years. Yes, that can go
7 back and be retraced to get all that. But I'm thinking that
8 the easier solution is just have somebody hop on a plane, go
9 over to Germany and look at it.

10 THE COURT: Well, again, I only offer the observation
11 that if you're seeking to enforce the plan, --

12 MR. ADAMS: Yes, Your Honor.

13 THE COURT: -- you're going to have to tell me what it
14 is that you think they have that they haven't given you.

15 MR. ADAMS: Yes, Your Honor. I realize that. And
16 that's --

17 THE COURT: And unless we have that list, I don't know
18 how to order them to give you something. You know, I can say
19 give them everything that belongs to them, but what is that?
20 So, I mean -- and they can say, we want to give you what's
21 yours, but we now have a bankruptcy -- the equivalent of a
22 bankruptcy trustee, so I don't know if he knows exactly what is
23 Superior's or not.

24 But it seems like this cries out for people to just get
25 practical and go over and see what he has and what you think is

1 yours. And again, maybe that doesn't resolve it, but it seems
2 like we have got to have a list of what it is Superior thinks
3 --

4 MR. ADAMS: Yes, Your Honor.

5 THE COURT: -- is in the third party's possession that
6 they won't give back.

7 MR. ADAMS: Yes, Your Honor. And I mean, that's going
8 to really be the bulk of our testimony on the motion to
9 enforce, is a witness who will be able to articulate exactly
10 what it is.

11 Your Honor, quite frankly, I mean, it's beginning to sound
12 like the week of the 21st is the most practical time to hold a
13 hearing on the motion to compel arbitration, and that can kind
14 of keep everybody's feet to the fire on resolving the issue of
15 exactly what's over there and exactly what the client is
16 seeking the return of.

17 THE COURT: Well, all right. So we could -- we have
18 time available on the 21st, which is Tuesday. So we could give
19 you an hour for the motion to compel arbitration on Tuesday the
20 21st at 9:15, if that works.

21 MR. WINIKKA: Yes, Your Honor. That works.

22 THE COURT: Mr. Adams, does that --

23 MR. ADAMS: Yes, Your Honor. And what we'll try to do
24 in the meantime is arrange for a mutually agreeable time for
25 somebody from Superior to go over to Germany and take a look at

1 this stuff that's been segregated. And hopefully you won't
2 ever hear from us again.

3 THE COURT: Well, I need to hear from you again
4 because we need to get the bankruptcy case re-closed.

5 MR. ADAMS: Yes, Your Honor. Yes, Your Honor.

6 THE COURT: So, not hearing from you is what caused
7 this whole process to start again.

8 MR. ADAMS: Your Honor, I have a question regarding
9 that. Assuming that we can get things with the Thielert group
10 resolved, while the Lycoming issue is up on appeal -- I think
11 it's in Judge Lindsay's court -- what is this Court's
12 preference on how we handle the fact that this case is open? I
13 mean, is it possible to close this case even though it's on
14 appeal, or --

15 THE COURT: Well, I mean, that's what you were being
16 asked to come in and talk about, --

17 MR. ADAMS: Okay.

18 THE COURT: -- is why we couldn't go ahead and re-
19 close the case.

20 MR. ADAMS: I just don't know if, --

21 THE COURT: So you need to --

22 MR. ADAMS: -- procedurally, if that's --

23 THE COURT: You need to look at that --

24 MR. ADAMS: Okay.

25 THE COURT: -- so that we can figure out if we can re-

1 close it.

2 For example, it may be possible to re-close it, and if
3 Judge Lindsay -- I guess I don't know enough -- I don't
4 remember enough about that lawsuit to know the answer. But I
5 assume it's possible that he could send something back down
6 here, and if he does then there needs to be a bankruptcy case
7 reopened. If we closed it, we'd need to reopen it again to
8 deal with whatever he ordered us to.

9 What are the alternatives coming out of that?

10 MR. ADAMS: Well, my only concern, of course, is that
11 somehow closing the case here would moot the appeal.

12 THE COURT: Well, I'm happy for you to look at that.

13 MR. ADAMS: Okay.

14 THE COURT: But I, you know, --

15 MR. ADAMS: And quite frankly, we --

16 THE COURT: I don't know that --

17 MR. ADAMS: -- ought to get Mr. Olson involved on
18 that, since it's his appeal.

19 THE COURT: Right. How long has -- that's been
20 pending for --

21 MR. ADAMS: I want to say the briefing was finished
22 last July. June, maybe.

23 THE COURT: June of this year?

24 A VOICE: Your Honor, I think the briefing on the
25 appeal was done by probably March/April this year.

1 THE COURT: And you've heard nothing further from the
2 Court?

3 MR. ADAMS: No requests for anything.

4 THE COURT: Okay. Well, we should go ahead, though,
5 and get the motion to enforce set. So, how much time do we
6 anticipate that taking?

7 MR. ADAMS: Your Honor, I would anticipate 30 minutes
8 of testimony and 15 minutes of argument. Again, the testimony
9 is going to be --

10 THE COURT: For you?

11 MR. ADAMS: The testimony is going to be the bulk of
12 it, which is basically somebody getting up and saying, here is
13 what they have, here is what we need back. And you know, I --

14 THE COURT: So you need 45 minutes --

15 MR. ADAMS: Yes, Your Honor.

16 THE COURT: -- for your case in chief?

17 MR. ADAMS: Yes, Your Honor.

18 THE COURT: And argument? How much do you need?

19 MR. WINIKKA: Probably about the same, Your Honor.

20 THE COURT: All right. So that's an hour and a half
21 hearing on the motion to enforce?

22 MR. ADAMS: Yes, Your Honor.

23 THE COURT: Okay.

24 MR. WINIKKA: Your Honor, I would point out, since we
25 don't have their responses to the discovery yet, it's -- you

1 know, we're making our best predictions here, but I can't
2 predict what --

3 Also, Your Honor, it's fine if Superior wants to send
4 somebody to Germany, but we're still going to need the
5 responses to our discovery, because what we've requested is the
6 list you're talking about, and we need to see what they've
7 furnished us.

8 And some of that information over there is going to be, you
9 know, TAE intellectual property, and so, you know, we may need
10 some type of protective order as well. So, I just wanted to
11 point that out for the record.

12 THE COURT: Fair enough.

13 (Pause.)

14 THE COURT: How about February 17th? Does that work
15 for the parties?

16 MR. ADAMS: Your Honor, that's --

17 THE COURT: Presidents' --

18 MR. ADAMS: That works for me.

19 THE COURT: That's a federal holiday, I'm told,
20 Presidents' Day.

21 MR. ADAMS: That's why you still have it open.

22 THE COURT: How about the 18th?

23 MR. WINIKKA: That's fine with us, Your Honor.

24 MR. ADAMS: That's okay with us, Your Honor. Your
25 Honor, I have not checked with the client to make sure my

1 witness is available, but --

2 THE COURT: It's far enough away, surely the witness
3 will be available.

4 MR. ADAMS: Yes, Your Honor.

5 THE COURT: How about 9:15?

6 MR. ADAMS: Yes, Your Honor.

7 THE COURT: Is the witness local?

8 MR. ADAMS: I have two witnesses that would be my
9 primary choices. One's local, and one -- the other one is
10 local but he travels to China just constantly.

11 THE COURT: All right. Well, if they're local,
12 assuming they're in town, then 9:15 works, so --

13 MR. ADAMS: Yes, Your Honor.

14 And Your Honor, since we're doing the hearing on the 21st
15 on the motion to compel arbitration, should we just go ahead
16 and do the regular 21-plus-4-day response time for the motion
17 to compel and then I can't even remember what the Local Rules
18 are on the reply.

19 THE COURT: No. I would -- I'd like to go ahead and
20 get those briefs in.

21 MR. ADAMS: Okay. Thank you, Your Honor.

22 THE COURT: So, no reason not to do that, from my
23 perspective.

24 MR. WINIKKA: Your Honor, just for the record, as Mr.
25 Adams pointed out with respect to his client, our client would

1 be -- witness would be coming from Germany. And so we also
2 have not confirmed February 18th because that wasn't a date
3 we'd talked about before, but --

4 THE COURT: Again, surely it's a convenient time.
5 It's far enough away that I would like to think schedules could
6 accommodate that date.

7 MR. WINIKKA: Understood, Your Honor.

8 THE COURT: All right. What else do we need to talk
9 about?

10 MR. ADAMS: I think that's it, Your Honor. Thank you
11 very much for your time.

12 MR. SALOMON: Judge, Judge, it's Chester Salomon. May
13 I have permission to speak briefly?

14 THE COURT: About what?

15 MR. SALOMON: Well, first, there was a reference made
16 to TAG having been sent a letter. Mr. Adams said that at the
17 beginning of his presentation. My client doesn't have any
18 recollection -- any record of having gotten a letter. That's
19 point one.

20 Point two and more importantly, it looks as if this is a
21 fight between Superior and TAE and Dr. Kübler, its insolvency
22 administrator. TAE in fact does have some basic documents that
23 it received in 2008. These are not technical documents,
24 according to my client. They relate to the due diligence
25 process for the acquisition. TAG bought Superior, bought the

1 shares of Superior, in -- I'm not sure when, in the mid-2000s.
2 And the documents include loan agreements and other general
3 documents that you'd expect a parent company to have concerning
4 transactions with a subsidiary.

5 We would be willing to make the documents that we have
6 available to Superior's representative, and I would like to
7 propose that we -- that you authorize us to scan the copies of
8 the documents that we have and forward them to either Mr. Adams
9 or to a representative of Superior that would be designated.
10 And then, if there really is no other relief that is being
11 sought against TAG, I would request that we be relieved from
12 any further participation in these proceedings.

13 THE COURT: Well, you need to visit with Mr. Adams
14 offline about that. And if he's agreeable, he'll remove you;
15 if he's not, then so be that.

16 MR. ADAMS: I'll contact Mr. Salomon and work with
17 him, Your Honor.

18 THE COURT: All right.

19 MR. ADAMS: Anything else, Your Honor?

20 THE COURT: Not from my perspective. Thank you very
21 much.

22 MR. ADAMS: May we be excused?

23 THE COURT: You may. Thank you.

24 MR. ADAMS: Thank you.

25 MR. SALOMON: Thank you.

1 MR. WINIKKA: Thank you, Your Honor.

2 MR. SALOMON: Bye.

3 THE COURT: Bye-bye.

4 (Proceedings concluded at 2:35 p.m.)

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CERTIFICATE

20 I certify that the foregoing is a correct transcript from
21 the digital sound recording of the proceedings in the above-
22 entitled matter.

23

24

Kathy Rehling, CET**D-444
Certified Electronic Court Transcriber

Date

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